

**Los Angeles County
Board of Supervisors**

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Michael D. Antonovich
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June 15, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

John F. Schunhoff, Ph.D.
Interim Director

Gail V. Anderson, Jr., M.D.
Interim Chief Medical Officer

**APPROVAL OF AMENDMENT TO AGREEMENT WITH THE WORKER
EDUCATION AND RESOURCE CENTER, INC.
(ALL DISTRICTS)
(3 VOTES)**

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

SUBJECT

www.dhs.lacounty.gov

Request approval to extend the term of the Agreement with the Worker Education and Resource Center, Inc., for one year.

To improve health

through leadership,

service and education.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 9 to Agreement No. H-207566 with the Worker Education and Resource Center, Inc. (WERC) effective upon execution to extend the term of the Agreement for the period July 1, 2010 through June 30, 2011 for the continued provision of personnel and program support services for the Health Care Workforce Development Program (HCWDP), a collaboration between the Department of Health Services (DHS) and the Service Employees International Union (SEIU), with an annual maximum obligation of \$1,737,092 for the extension period.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendation will allow the Interim Director or his designee to execute an Amendment to the Agreement with WERC, substantially similar to Exhibit I, to continue to provide program services to the HCWDP. The current Agreement expires June 30, 2010. WERC is the lead agency in a newly funded regional collaborative, partially funded through American Reinvestment and Recovery Act (ARRA), with other health care safety net providers, the Los Angeles Community College District, and community based organizations.

In 2010, HCWDP received ARRA funding to also serve unemployed or dislocated workers, who may want to enter the healthcare industry. WERC created a regional healthcare sector partnership that includes the Los Angeles Community College District, local WorkSource Centers with the LA City Workforce Investment Board, Kaiser Permanente Health Plan, St. John's Well Child and Family Center, North East Valley Clinic, long-term care employers, and community based organizations.

While the HCWDP program was originally developed by DHS and SEIU Local 721 as a labor/management partnership to serve only DHS employees, WERC is currently convening other safety net providers, including public-private partner health clinics, school based clinics, private hospitals and long-term care facilities, to implement workforce models to support an integrated safety net system. The services funded through this WERC Agreement extension only serve County employees and the grant revenue received by WERC is attributed as a match that specifically benefits the County's workforce.

Implementation of Strategic Plan Goals

The recommended action supports Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The maximum obligation of the WERC Agreement for Fiscal Year 2010-11 is \$1,737,092. Funding is included in the Department's 2010-11 Proposed Budget. The full cost of the HCWDP, including the Department's salaries and employee benefits and services and supplies and the WERC Agreement, is projected to be \$4.3 million in 2010-11. DHS projects spending \$2.4 million in County funds, matched by \$1.9 million of grant revenues, received by either the County or WERC to offset the costs of the HCWDP program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 11, 2002, your Board approved the initial Agreement with WERC to provide personnel to support the planning, design and implementation of the HCWDP education and training programs for DHS employees as mandated by the 1115 Medicaid Waiver Demonstration Project. WERC was established as a 501(c) 3 non-profit entity by SEIU Local 721 (formerly known as SEIU Local 660) specifically as the vehicle to implement the HCWDP labor/management partnership, linked to the Waiver goals of addressing critical labor shortages, and upgrading worker skills to meet restructuring goals. Funding under this program through December 2008 was 50% State/Federal and 50% County.

Since 2002, DHS and WERC jointly continued to focus on training and development of DHS employees through customized educational programs and career path training to address areas of

critical staffing shortages in DHS. In addition, WERC assisted DHS in recruiting existing DHS employees to train and fill medical personnel vacancies. WERC also provided program support services for HCWDP, such as consultants for research and support for the Labor Management Training Board (LMTB) and central office space for DHS and WERC employees at 500 South Virgil Avenue, Los Angeles, 90020.

Subsequently, your Board approved five amendments to the WERC Agreement for funding and extensions through June 30, 2009. With your Board's approval of Amendment No. 6, on January 13, 2009, Tobacco Settlement Funds, in the amount of \$2.8 million were used to continue WERC's efforts through June 30, 2009. On June 16, 2009, your Board approved a six month extension through December 31, 2009 with delegated authority to extend an additional six month period subject to identification and receipt of sufficient grant funding.

On December 31, 2009, the Interim Director advised your Board that sufficient savings had been achieved in grant funding that carried over from grants previously received so that the net County cost for the program for the entire Fiscal Year 2009-10 would not be exceeded.

As a result of the training efforts by DHS and WERC, over 9,300 participants received instruction, which produced over 400 new Registered Nurses, and over 400 allied health workers including health information technologists, phlebotomists, licensed vocational nurses, psychiatric technicians and patient financial services workers. In addition, thousands have participated in skills upgrade programs linked to improving the delivery of service.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment ensures that training of current DHS employees, other partnering health care provider employees, and community residents continues in order to fill areas of critical need in the safety net delivery system.

The Honorable Board of Supervisors

6/15/2010

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:sd

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Contract No. H-207566-9

WORKFORCE DEVELOPMENT PROGRAM
PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT
AMENDMENT NO. 9

This AMENDMENT is made and entered into this _____ day of _____, 2010,

By and between	COUNTY OF LOS ANGELES (hereafter “County”),
and	WORKER EDUCATION AND RESOURCE CENTER, INC. (hereafter “Contractor”).
Business Address:	500 South Virgil Avenue, Suite 200 Los Angeles, CA 90020

WHEREAS, reference is made to that certain document entitled “WORKFORCE DEVELOPMENT PROGRAM – PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT”, dated June 11, 2002, and further identified as County Agreement No. H-207566 and any amendments thereto (all hereafter “Agreement” or “Contract”); and

WHEREAS, it is the intent of both parties to amend Agreement to extend the term and make certain modifications to the Agreement and its Exhibits; and

WHEREAS, Agreement requires that modifications to Agreement shall be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective upon execution.

2. Paragraph 1, TERM, is revised to read as follows:

“1. TERM: The term of this Agreement is effective June 11, 2002 through June 30, 2011, unless sooner terminated or canceled.”

3. Paragraph 5, BILLING AND PAYMENT, is revised to read as follows:

“5. BILLING AND PAYMENT: County agrees to compensate Contractor for services provided pursuant to Exhibits C-9 and D-9, Billing and Payment, attached hereto and incorporated herein by reference.

Upon written approval from Director, Contractor may reallocate among all direct cost budget line items with the exception of Travel and Mileage, up to ten percent (10%) of the amount for the original budget line item during any one fiscal year as long as the Maximum Obligation of County is not exceeded.”

4. Paragraph 6, COUNTY’S MAXIMUM CONTRACTUAL OBLIGATION,

Subparagraph G is added to read:

“G. County’s maximum obligation for the period July 1, 2010 through June 30, 2011 shall be One Million Seven Hundred Thirty-Seven Thousand Ninety-Two Dollars (\$1,737,092).”

5. Exhibit A-9, SCOPE OF WORK, attached hereto, shall be added to the Agreement and incorporated herein by reference.

6. Exhibit B-9, CENTRAL OFFICE AND INSTRUCTIONAL SPACE, attached hereto, shall be added to the Agreement and incorporated herein by reference.

7. Exhibit C-9, WORKER EDUCATION & RESOURCE CENTER (WERC) BUDGET, attached hereto, shall be added to the Agreement and incorporated herein by reference.

9. Exhibit D-9, BILLING AND PAYMENT, attached hereto, shall be added to the Agreement and incorporated herein by reference.

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services

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and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

WORKER EDUCATION AND
RESOURCE CENTER, INC. _____
Contractor

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
Andrea Ordin, County Counsel

WORKFORCE DEVELOPMENT PROGRAM
PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT
SCOPE OF WORK

The Workforce Development Program (“WDP”) is a Los Angeles County and Service Employees International Union Local 721 (formerly Local 660) joint labor/management education and training program. In accordance with the WDP Workplans and WDP Training Implementation Plans initially approved by the Board of Supervisors on September 25, 2001. Contractor agrees to provide program staff, program support services, and office and instructional space for WDP. Specifically, the following will be provided:

- Personnel to assist and support the Department of Health Services in the planning, development, and implementation of training and educational programs funded under WDP. The duties of the staff to be provided by Contractor are described in Attachment 1 (Pages 1-5) to this Exhibit.
- Program support services for the Labor Management Training Board (“LMTB”), Advisory Committee, and WDP Staff, including travel, education, and consultant services. A more detailed description of these services and costs is provided in Attachment 1 (Pages 6-8) to this Exhibit.

Contractor shall bill County for services in accordance with the billing and payment provisions of Exhibit D-9.

Personnel:

WERC staff will work in partnership with DHS staff on all aspects of HCWDP planning and implementation, providing some similar and some unique functions, in a team environment.

Position	Duties & Tasks	Deliverables	Timeframe
Director (1)	<ul style="list-style-type: none">• Oversee the operation of HCWDP's central office and satellite offices• Hire, supervise and evaluate HCWDP staff• Convene Program Training and Advisory Boards• Supervise identify, supervise and evaluate educational providers• Ensure the timely submission of reports to the BOS, EDD, Labor/Management Training Board, WERC Board	<ul style="list-style-type: none">• Report to DHS and the WERC Board on activities and outcomes• Convene Labor/Management Board meeting• All required program and fiscal reports	Monthly Ongoing
Senior Program Manager (1)	<ul style="list-style-type: none">• Supervise and evaluate WERC administrative and fiscal functions• Coordinate activities with appropriate HCWDP and DHS staff to promote program development• Review, analyze, and provide recommendations on rules, regulations and policy issues• Manage human resource functions for WERC staff• Supervise designated personnel and internal project teams• Perform other complex tasks as assigned	<ul style="list-style-type: none">• Written report to Director• Quarterly written report to WERC Board of Directors	Weekly Quarterly
Associate Director Educational Programs (1)	<ul style="list-style-type: none">• Supervise designated personnel and project teams• Identify and evaluate potential training providers• Develop and evaluate curriculum and skill standards• Oversee development of curriculum• Provide guidance to training vendors• Coordinate development and implementation of designated educational projects• Monitor the quality of training and educational programs• Perform other complex duties as assigned.	<ul style="list-style-type: none">• Written report to Director• Written report to LMTB• Complete evaluation report on each training initiative	Weekly As Requested
Data Systems Manager (1)	<ul style="list-style-type: none">• Design and maintain a system to collect and analyze program data• Maintain program database in compliance with all	<ul style="list-style-type: none">• Report to Director	Weekly

Position	Duties & Tasks	Deliverables	Timeframe
	<ul style="list-style-type: none"> regulations regarding participant eligibility, training/service status, and privacy • Develop database functions to provide reports to HCWDP management and coordinators as requested Provide performance reports to funding agencies • Maintain and update HCWDP website • Supervise Data Systems Technician • Other complex duties as assigned 		
Program Analyst (1)	<ul style="list-style-type: none"> • Analyze training needs and potential vendors • Identify sources of funding • Update labor market information • Oversee program evaluation • Provide research in support of program initiatives 	<ul style="list-style-type: none"> • Written reports on occupational and skill needs • Written reports on potential vendors • Written reports on labor market trends 	Weekly and monthly
Project Developer (1)	<ul style="list-style-type: none"> • Plan, facilitate, monitor, and track long and short term curriculum development and project activities and timelines. • Plan and conduct evaluation of curriculum and instruction • Plan and conduct instructor training and development • Schedule and facilitate internal and external project team meetings in order to establish and meet program goals and timelines • Facilitate communication and joint planning with other staff to further the goals of the program as a whole. • Take the lead in maintaining effective working relationships with employer, union representatives, and vendors for training projects. • Assess and make necessary recommendations regarding projects and curriculum to supervisors. • Coordinate logistics for classes 	<ul style="list-style-type: none"> • Written workplan(s) for each project • Written reports to Associate Director Educational Programs or Senior Program Manager 	Weekly Ongoing
Full-time Instructor (2)	<ul style="list-style-type: none"> • Conduct at least two, and up to six, 4-hour sessions two days per week, unless approved by Associate Director Educational Programs or Senior Program Manager Maria would like to • Monitor student performance and make recommendations for next steps • Develop educational curriculum, including instructor manual, student handouts, exercises, tests, and audio 	<ul style="list-style-type: none"> • Written report of students and notes about their progress • Comprehensive instructional program including completed curriculum and ongoing revisions • Complete set of educational materials • Up-to-date student lists, notes and progress reports 	Ongoing Weekly

Position	Duties & Tasks	Deliverables	Timeframe
	<ul style="list-style-type: none"> • Run pre-written programs and reports for monthly processing • Run requested labels and computer reports • Other duties as assigned 		
Senior Clerk (1)	<ul style="list-style-type: none"> • Manage applicant files • Track applicants' compliance with complex college entrance requirements • Field high volume of applicant inquiries, requiring knowledge of complex programs and rules • Process orders for training materials and books • Assist with the training of new support staff • Assist in monitoring the workload of support staff • Coordinate transportation of training equipment and materials to training sites • Ensure that central training sites have received proper materials for classes • Coordinate with facility-based staff regarding onsite training sites • Coordinate training site schedules • Ensure secure storage of all training equipment and materials • Other duties as assigned 	<ul style="list-style-type: none"> • Written reports as requested 	Ongoing
Receptionist/Clerk (1)	<ul style="list-style-type: none"> • Screen and refer calls • Coordinate transportation of training equipment and materials to training sites • Ensure that central training sites have received proper materials for classes • Coordinate with facility-based staff regarding onsite training sites • Provide assistance to program teams in the smooth implementation of programs • Communicate with participants about eligibility and class logistics • Coordinate the production of class materials • Attends all relevant team meetings • Coordinate training site schedules • Ensure secure storage of all training equipment • Prepare inter-office notices and bulletins, as requested 	<ul style="list-style-type: none"> • Written reports as requested 	Ongoing

Position	Duties & Tasks	Deliverables	Timeframe
	<ul style="list-style-type: none"> • Process invoices, as requested • Maintain adequate levels of all office and duplication supplies • Oversee equipment and service needs at central office • Place calls for equipment service • Other duties as assigned 		
Total	TOTAL NOT TO EXCEED		\$1,367,479

Program and Staff Development Consultants:

Consultants selected to accomplish the following goals will participate in a competitive bidding process with requests for proposals containing scope of work and deliverables tied to compensation.

PROGRAM DEVELOPMENT CONSULTANTS

Goals	Tasks & Deliverables	Time frame	Cost
Research and Recommend Best Practices/ Lessons Learned in Workforce Investment and Education Programs	<ul style="list-style-type: none">• Revise application/assessment instrument to be given to all workers entering long-term educational programs;• Research basic adult education training modules for low level and English language learners;• Revise educational modules and bridge courses designed to prepare students for entrance into career path training programs.• Conduct evaluation studies of training programs – including course selection, methodology, participant experience, and staffing – in order to assess their efficacy and impact for stakeholders• Research to identify and analyze emerging training needs	1 st Quarter 1 st Quarter 3 rd quarter	TBD
Identify and conduct qualitative documentation and evaluation of the outcomes of career path training	<ul style="list-style-type: none">• Develop and sustain qualitative and quantitative evaluation of the outcomes of training programs	1 st – 4 th Quarters	TBD
Research and Recommend Best Practices in making workforce training programs accessible	<ul style="list-style-type: none">• Develop and implement a plan to increase the visibility and accessibility of training programs, including maintenance and update of the website, written and audio-visual materials	1 st – 3 rd Quarters	TBD
Total	TOTAL NOT TO EXCEED		\$32,500

STAFF DEVELOPMENT CONSULTANTS

Goals	Tasks & Deliverables	Cost	
Training and Professional Development	<ul style="list-style-type: none">Conduct or attend skills enhancement or organizational workshops as needed to enhance the skills of staff.	1 st – 4 th Quarters	TBD
TOTAL	TOTAL NOT TO EXCEED		\$2,500

Travel and Mileage**Travel costs include airfare, ground transportation, registration costs, per diem – at County rates.**

Purpose	Activity	Time Frame	Cost
Attend Relevant Conferences	<ul style="list-style-type: none"> Three staff to participate in the 3-day California Federation of Labor Workforce and Economic Development Programs Conference. This conference will focus on labor/management training collaborations in California. Staff to attend seminars on best practices in teaching and coaching skills Staff to present best practices and models at workforce and education conferences, such as National Network Sector Partners conference Attend other related conferences as appropriate 	4 th Quarter TBD TBD TBD	TBD
Travel to visit other WDP programs of special interest	Travel costs for staff members and key stakeholders to participate in exchange programs, such as H-CAP, and to visit other WDP programs of special interest. Staff will study implementation of model programs: curriculum development, academic readiness programs, coaching and tutoring services, etc.	1 st – 4 th Quarters	TBD
Travel to Washington, DC, Sacramento and San Francisco	Meetings with National and State officials and staff as necessary.	TBD	TBD
Mileage	<ul style="list-style-type: none"> Mileage for 10 staff @ 25 miles/month @ \$.55/mile 		TBD
TOTAL	TOTAL NOT TO EXCEED		\$18,240

CENTRAL OFFICE AND INSTRUCTIONAL SPACE

County shall be responsible for Telecommunication costs related to cellular phone, fax and telephone usage.

Upon termination OR expiration of Agreement, Contractor shall have the right of first refusal to purchase property and furnishings at the central office at fair market value as determined by the County. Contractor shall cooperate with County when such furniture is tagged and inventoried by County staff. Contractor and Director shall inventory and document furnishings and equipment within sixty (60) calendar days following the effective date of this Agreement. Copies of this Equipment and Furniture Inventory, with any supplements thereto which may be added from time-to-time during the course of Agreement, shall be retained by each party for the duration of the Agreement.

**Estimated Budget
Workforce Development Program
Fiscal Year 2010-2011
WERC
Administrative and Program FTEs**

Budget FTEs	# Positions	# FTE	# PTE	FY 2010-2011 Base Salary	I = G * D	K = I * 35%	M=K+I	S = M+K	Annual FTE Program Costs	Annual FTE Total Costs
					Total salary	Empl. Benefits 35%	Total FTE S&EB			
Director- WDP	1	0.90		\$ 128,474	\$ 115,626	\$ 40,469	\$ 156,096	\$ 156,096	\$ 156,096	\$ 156,096
Senior Program Mgr.	1	0.60		\$ 91,371	\$ 54,823	\$ 19,188	\$ 74,011	\$ 74,011	\$ 74,011	\$ 74,011
Associate Director of Education	1	0.80		\$ 93,117	\$ 74,494	\$ 26,073	\$ 100,567	\$ 100,567	\$ 100,567	\$ 100,567
Data Systems Manager/IS Supervisor	1	1.00		\$ 75,658	\$ 75,658	\$ 26,480	\$ 102,138	\$ 102,138	\$ 102,138	\$ 102,138
Project Developer	1	0.60		\$ 73,454	\$ 44,072	\$ 15,425	\$ 59,498	\$ 59,498	\$ 59,498	\$ 59,498
Program Analyst	1	1.00		\$ 76,606	\$ 76,606	\$ 26,812	\$ 103,418	\$ 103,418	\$ 103,418	\$ 103,418
Instructors- Full Time	2	2.00		\$ 72,166	\$ 144,332	\$ 50,516	\$ 194,848	\$ 194,848	\$ 194,848	\$ 194,848
Part Time	2		2	\$ 44,231	\$ 88,461	\$ 30,961	\$ 119,423	\$ 119,423	\$ 119,423	\$ 119,423
Casual	2		2	\$ 35,000	\$ 70,000	\$ 24,500	\$ 94,500	\$ 94,500	\$ 94,500	\$ 94,500
Implementation Coordinator	3	2.25		\$ 64,018	\$ 144,041	\$ 50,414	\$ 194,455	\$ 194,455	\$ 194,455	\$ 194,455
Data Systems Technician	1	0.85		\$ 52,378	\$ 44,522	\$ 15,583	\$ 60,104	\$ 60,104	\$ 60,104	\$ 60,104
Sr. Clerk	1	1.00		\$ 48,887	\$ 48,887	\$ 17,110	\$ 65,997	\$ 65,997	\$ 65,997	\$ 65,997
Clerk	1	0.75		\$ 41,903	\$ 31,427	\$ 10,999	\$ 42,427	\$ 42,427	\$ 42,427	\$ 42,427
TOTAL	18	11.75	4.0	\$ 897,262	\$ 1,012,948	\$ 354,532	\$ 1,367,479	\$ 1,367,479	\$ 1,367,479	\$ 1,367,479
LESS: SALARY SAVINGS										
NET TOTAL					<u>\$ 1,012,948</u>	<u>\$ 354,532</u>	<u>\$ 1,367,479</u>	<u>\$ 1,367,479</u>	<u>\$ 1,367,479</u>	<u>\$ 1,367,479</u>
PERCENT OF TOTAL COSTS									100%	100%

Exhibit C-9 (2)

**COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT PROGRAM
WORKER EDUCATION AND RESOURCE CENTER, INC. BUDGET
FISCAL YEAR 09-10 BUDGET**

Exhibit C-9(1)
Amendment No. 9

	FY 02/03 Budget	FY 03/04 Budget	FY 004/05 Budget	FY 05/06 Budget	FY 006/07 Budget	FY 07/08 Budget	FY 08/09 Budget	FY 09/10 Budget	FY 09/10 Budget	FY 10/11 Budget
								7/01/09-12/31/09	01/01/10-06/31/10	
Personnel Costs - Staff Salaries and Benefits	\$ 1,289,115	\$ 1,860,165	\$ 2,199,046	\$ 2,331,592	\$ 2,478,873	\$ 2,544,904	\$ 2,673,891	\$ 1,218,151	\$ 1,218,151	\$ 1,367,479
Facilities & Communications:										
Tenant Improvements- Furniture		\$ 50,000	\$ 20,000	\$ 15,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
Space - Central Offices	\$ 124,800	\$ 124,800	\$ 124,800	\$ 140,197	\$ 140,197	\$ 140,197	\$ 137,280	\$ 64,350	\$ 64,350	\$ - ¹
Telecommunications	\$ 50,000	\$ 60,000	\$ 45,000	\$ 48,000	\$ 40,000	\$ 40,000	\$ 37,500	\$ 22,500	\$ 22,500	\$ 19,500
Consumable Supplies										
Office and Training Supplies	\$ 127,000	\$ 283,285	\$ 180,435	\$ 233,835	\$ 181,634	\$ 93,410	\$ 93,410	\$ 62,375	\$ 62,375	\$ 61,250 ²
Equipment								\$ 15,000	\$ 15,000	\$ -
Travel and Mileage	\$ 226,542	\$ 57,180	\$ 67,996	\$ 57,180	\$ 41,000	\$ 41,000	\$ 40,500	\$ 20,081	\$ 20,080	\$ 18,240
Consultant										
Staff and Program Development	\$ 370,000	\$ 411,000	\$ 420,000	\$ 214,000	\$ 152,500	\$ 122,500	\$ 112,500	\$ 87,500	\$ 74,500	\$ 35,000
Coach/Tutor and Support Services		\$ 450,000	\$ 200,000	\$ 218,500	\$ 186,623	\$ 147,000	\$ 91,860	\$ 70,560	\$ 70,560	\$ 30,500
Total Direct Costs	\$ 2,187,457	\$ 3,296,430	\$ 3,257,277	\$ 3,258,304	\$ 3,225,826	\$ 3,134,011	\$ 3,191,941	\$ 1,565,517	\$ 1,552,516	\$ 1,531,970
Indirect Costs	\$ 232,041	\$ 334,830	\$ 395,828	\$ 419,687	\$ 446,197	\$ 458,083	\$ 401,084	\$ 182,723	\$ 182,723	\$ 205,122 ³
Total	\$ 2,419,498	\$ 3,631,260	\$ 3,653,105	\$ 3,677,991	\$ 3,672,023	\$ 3,592,094	\$ 3,593,025	\$ 1,748,240	\$ 1,735,239	\$ 1,737,092

Notes:

1. Space/Lease covered by SEIU Local 721 as a contribution to the program.

2. Training supplies, books, manuals, binders, etc.

3. Indirect Cost rate at 15% of Total Salary and Employee Benefits

BILLING AND PAYMENT

1. Monthly Billings: Within ten (10) days following the close of each calendar month (or as may be modified by County) Contractor shall provide County with an invoice itemizing its actual expenditures according to the direct cost categories listed in Exhibit C-9. Indirect costs shall be billed monthly at an amount no greater than 1/12 of the amount budgeted in Exhibit C-9. Following receipt of a complete and accurate invoice, County shall pay Contractor within a reasonable period of time. In no event shall County payments to Contractor hereunder for FY 2010/11 services exceed County's maximum obligation as set forth in Paragraph 6 in the body of the Agreement, or as modified in accordance with Paragraph 7 of Agreement.

All billings shall be submitted within the timeframe and in accordance with the format prescribed by County to comply with the invoicing requirements of the funding source(s).

2. Prior Approval of Travel: Contractor shall obtain the written approval of Director for any travel expenses prior to such expenses being incurred.

3. No later than April 14, 2011, Contractor shall submit a report showing its actual costs incurred to March 31, 2011. Following reconciliation of such actual costs by County against any payments that County may have already made (including any payments made in FY 2001-02 for start up operational costs), if an overpayment occurred, County shall offset such overpayment against future County payments due

Contractor. Unless extended by County, Contractor shall reimburse County any amount paid by County in excess of Contractor's actual expenditures, no later than July 15, 2011.